case, and was at once sentenced. The state constitution provided that "no person shall, for any indictable offense, be proceeded against criminally by information," with certain exceptions. *Held*, that the relator was properly sentenced. *Commonwealth ex rel. Stanton* v. *Francies*, 95 Atl. 527 (Pa.).

For a discussion of this case, see NOTES, p. 326.

INDICTMENT AND INFORMATION — JOINDER OF DEFENDANTS — JOINT INDICTMENT FOR PRACTISING MEDICINE WITHOUT A LICENSE. — Two defendants were indicted jointly for "assuming the duties of a physician, and . . . treating persons afflicted with disease . . . without first having obtained from the state" the certificate required by Section 2580, Code of Iowa. *Held*, that the indictment was good. *State* v. *McAninch*, 154 N. W. 399 (Ia.).

The traditional view has been that there can be no joint indictment for a crime which from its nature cannot be jointly committed. WHARTON, CRIMINAL PLEADING AND PRACTICE, 8 ed., § 302. Thus it was held there could be no joint indictment for exercising a trade without apprenticeship. *Rex* v. *Wesion*, 1 Strange 623. Nor for perjury. 2 Strange 920. Early American cases accepted this notion without analysis. *Vaughn* v. *State*, 4 Mo. 530; *United States* v. *Kazinski*, 26 Fed. Cas. 682. And it persists in some jurisdictions. *Walker* v. *Commonwealth*, 172 S. W. (Ky.) 109; *State* v. *Wilson*, 115 Tenn. 725, 91 S. W. 195. It has even been held that two persons cannot be jointly drunk. *State* v. *Deaton*, 92 N. C. 788. The rule seems to have been purely formal, however, for the mere insertion of the word "separaliter" rendered a joint indictment for a crime of this nature valid. 1 STARKIE, CRIMINAL PLEADING, 43. This being so, it is a short step to hold that the word "several" can be implied where from the nature of the act the crime is several. See *State* v. *Mills*, 39 N. J. L. 587, 588. It is now recognized that the test should be practical, rather than analytical, turning on substantial fairness to the parties rather than the nature of the crime. *State* v. *Winstandley*, 151 Ind. 316, 51 N. E. 92. *Cf. Rex* v. *Philips*, 2 Strange 920. In the principal case a joint indictment can work no hardship, as the court may nevertheless order separate trials, if justice or convenience requires. MCLAIN'S ANN. CODE OF IOWA, § 5375.

INSURANCE — CONSTRUCTION OF PARTICULAR WORDS AND PHRASES IN STANDARD FORMS — STANDARD MORTGAGE CLAUSE AS PROTECTION AGAINST OWNER'S ACTS. — A mortgagee of certain property sued on the owner's policy. The policy contained standard clauses making the loss, if any, payable to the mortgagee as his interest might appear and stipulating that the conditions contained therein should apply to the mortgagees in the manner written on, attached, or appended thereto. No conditions were appended to the mortgagee clause. The insurance company set up the defense that the owner had burned the property. *Held*, that in the absence of appended conditions the mortgagee's right was unaffected by the owner's acts. *Stamey* v. *Royal Exchange Assur. Co.*, 150 Pac. 227 (Kan.).

Courts generally regard the above mentioned clauses as constituting, between the insurer and the mortgagee, a separate contract whereby the former agrees to pay the latter irrespective of invalidating acts by the owner. *Queen Ins. Co.* v. *Dearborn Savings etc. Ass'n*, 175 Ill. 115, 51 N. E. 717; *Oakland Home Fire Ins. Co.* v. *Bank of Commerce etc.*, 47 Neb. 717, 66 N. W. 646; *Christensen* v. *Fidelity Ins. Co.*, 117 Ia. 77, 90 N. W. 495. Reasons for this bi-contractual theory are not forthcoming, except that it is a method of reaching a desired result. See *Hartford Fire Ins. Co.* v. *Olcott*, 97 Ill. 439. Though it is arguable, it does not seem desirable to stretch the mere agreement by the owner to insure for the mortgagee's benefit into a delegation of power to the former to enter a contract in the latter's behalf. This speculation aside, the